

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

ENCORE FUNDING II, LLC,	)	Case No. 1:25-cv-00582-BMB
	)	
Plaintiff,	)	Judge Bridget Meehan Brennan
	)	
v.	)	Magistrate Judge James E. Grimes, Jr.
	)	
SHOPNO I, LLC, ET AL.	)	
	)	
Defendants.	)	

**ENCORE FUNDING II, LLC’S REPLY TO COUNTERCLAIM**

Counterclaim Defendant Encore Funding II, LLC (“**Encore**”) replies to the Counterclaim of Counterclaim Plaintiff Shopno I, LLC (“**Shopno**”) as follows:

1. Encore Admits the allegations in paragraphs 1, 2, 3, 4, and 5.
2. In response to the allegations contained in paragraph 6, Encore admits that it entered into the Factoring Agreement on February 5, 2024 and denies the remainder of the allegations.
3. Encore denies the allegations in paragraph 7.
4. Encore admits the allegations in paragraph 8.
5. Encore denies the allegations in paragraphs 9, 10, and 11.
6. Encore admits the allegations in paragraph 12.
7. Encore denies the allegations in paragraphs 13, 14, 15, and 16.
8. In response to Paragraph 17, Encore incorporates its responses to the allegations contained in paragraphs 1 through 16.
9. Encore admits the allegations in paragraph 18.
10. Encore denies the allegations in paragraphs 19, 20, and 21.

11. Encore denies all other allegations that it did not address above.

**AFFIRMATIVE AND ADDITIONAL DEFENSES**

1. Shopno's Counterclaim fails to state a claim upon which relief may be granted.
2. Shopno's claims are barred by the doctrines of waiver, release, estoppel, set off, avoidable consequences, accord and satisfaction, and/or laches.
3. Shopno's claims are barred by its failure to fulfill its own contractual obligations.
4. Shopno's claims are barred by payment.
5. Any loss sustained by Shopno was due to its own action or inaction.
6. Any recovery to which Shopno might otherwise be entitled is barred by reason of superseding, intervening causes, operating to bar any chain of proximate causation.
7. Any recovery to which Shopno might otherwise be entitled to is setoff and/or offset by Encore's claims against Shopno.
8. Shopno's claims are barred by the doctrine of unclean hands and bad faith.
9. Encore expressly reserves the right to raise additional defenses as these defenses are uncovered through the course of discovery.

WHEREFORE, Encore prays that Shopno's Counterclaim be dismissed, that Encore is awarded its attorney's fees and costs in having to defend this matter, and for such further relief as this Court deems just and equitable.

Respectfully submitted,

/s/ David S. Blocker

David S. Blocker (075523)

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*Attorney for Encore Funding II, LLC*

**CERTIFICATE OF SERVICE**

A copy of the foregoing Reply was served via the Court's electronic filing system on all interested parties on this 14th day of May 2025.

/s/ David S. Blocker

David S. Blocker (0075523)